Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In The Matter of Application of SBC Communications Inc., Southwestern Bell Telephone Company, and southwestern Bell Communications Services, Inc., d/b/a Southwestern Bell Long Distance, for Provision of In-Region, InterLATA Services in Oklahoma	CC Docket No._____

REPLY AFFIDAVIT OF WILLIAM C. DEERE
ON BEHALF OF SOUTHWESTERN BELL TELEPHONE CO.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

I, WILLIAM C. DEERE, being of lawful age and duly sworn upon my oath, do hereby depose and state:

1. My name is William C. Deere. My first affidavit in this case described how Southwestern Bell Telephone company ("SWBT") has satisfied all of the network-related elements of the competitive checklist set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996. In this affidavit I will address comments relating to the provisioning of network elements by SWBT, made by various parties to this proceeding. I will show that claims that SWBT has not met its checklist requirements are false.

2. MCI's witness Hatfield, at page 4, states that new network architectures require more complex forms of interconnection which allegedly give SWBT an increased ability to "discriminate and raise unfounded claims of technical harm and technical infeasibility. in

the provision of advanced forms of interconnection." It is precisely because SWBT recognizes that new forms of interconnection may be required in the future that SWBT offers the Bona Fide Request method for carriers such as MCI. This process insures that nondiscriminatory access is available to all Competitive Local Exchange Carriers ("CLECs") to any advanced forms of interconnection which may be developed by SWBT. Although he cites speculative and unfounded concerns with regard to possible conduct by SWBT in the future, it is notable that Mr. Hatfield does not and cannot cite any examples of SWBT ever using complex interconnection methods as a way of discriminating against MCI or any other carrier in the past. SWBT has already negotiated with dozens of carriers to provide the form of interconnection that they desire. If a new form of interconnection becomes available, SWBT must, under threat of complaint to the state Utility Commission, the Justice Department, the Courts and the FCC, provide the new form of access unless it can convince all parties that it is technically not feasible. SWBT has no incentive to withhold any new technology, since to do so would have the effect of denying that same technology to its own customers

3. Mr. Hatfield further speculates that SWBT could delay or not install equipment that MCI wishes to use. However, he neglects to mention that such an action by SWBT would also deny such services to its own customers in local and interexchange markets. He also neglects to state that MCI could deploy their own equipment to serve its customers.

4. Mr. Hatfield discusses, at pages 9 through 13, the deployment of SS7 and Advanced Intelligent Network capabilities in the national network. He suggests that these are examples of the new types of interconnections that are required by MCI. SWBT currently offers access to both of these technologies. He then discusses Asynchronous Transfer

Mode ("ATM") to be used with multimedia information services. While ATM is not normally considered to be a technology used in the provisioning of basic local telephone services, as a central office switch is, it is also not a large, ubiquitously deployed switch such as the central office switch. MCI and other carriers are fully capable of installing these ATM switches and combining them with loop and transport facilities at relatively moderate costs. MCI likely already has ATM switches installed in the same major markets as SWBT. In addition, they can obtain ATM switching by submitting a Bona Fide Request for ATM switching functions under the current Statement of Terms and Conditions ("STC") or specifically negotiated terms in an agreement.

5. Contrary to AT&T's statement, at page 22, SWBT's STC does not treat all unbundled network elements as a "design service." Nor does SWBT plan on disconnecting loops for the purpose of inserting "test points." If AT&T, or any other, carrier resells an operational SWBT service, there will be no change in the facilities used and there will be no disruption of the service. If AT&T orders a service reconstructed of network elements that are already in service for a customer, and there is no change in the required equipment, there will be no disruption of the service. For example, if a residential customer is served from a local switch, using a standard local loop, and has a set of features, and AT&T places an order for the same configuration, there will be no interruption of customer service. There is no need for a "design services" or "test points" since the loop will be accessible by the test equipment located in the switch. When it is necessary to make translation changes to the customers service, such as a class of service change, there will be no more than a momentary interruption of the customer's service that will be the same as that experienced by a SWBT customer making the same type of change. If no call is in progress, the

customer will not even be aware of the change. However, when the local loop is ordered separate from the switch, that is, no switching element is to be provided by SWBT, SWBT will not have any ability to access the loop for test. In this case, SWBT must disconnect the local loop from the switch in order to reconnect it to the facility in the carriers collocation cage. There is no other way to fill such an order. At this time SWBT may insert the test points necessary to provide it with testing capabilities. However, insertion of test points will not be the cause of the service interruption, nor will it delay the interconnection.

6. AT&T claims, at page 26 and at Falcone/Turner at paragraphs 55-60, that SWBT refuses to offer competitors nondiscriminatory access to those loops that are behind Integrated Digital Loop Carrier ("IDLC") equipment when other facilities do not currently exist. A plain reading of paragraph 4.4 of Appendix UNE in SWBT's STC demonstrates the lengths that AT&T has gone to misrepresent SWBT's unbundled network element offerings. Digital Loop Carrier ("DLC") is a technology that uses a remote terminal located outside of the central office to convert a number of analog customer lines to a digital transmission and transport then on fewer physical facilities. For example, a common DLC based system converts 96 individual customer lines, requiring 96 individual pairs of wires, into a digital format that requires only ten pairs of wires for transmission to the central office. Most DLC systems require a host terminal in the central office to convert the 96 digital transmission paths back into 96 individual lines for connection to the switch. IDLC is a special version of DLC that does not require the host terminal in the central office, but instead terminates directly into the central office switch. By the definition and design of the IDLC technology, there is no way to separate the loop from the switch since the switch

performs the control and functions normally performed by the host terminal. Less than nine percent of SWBT's customer loops in Oklahoma are served on DLCs, and less than 2 percent of the loops are served on IDLC.

7. The FCC requires that when a customer is currently served using IDLC, and a LSP converts that customer to its service, SWBT must unbundle the loop where possible. Paragraph 4.4 of Appendix UNE states "...SWBT will, where available, move the requested unbundled Loop(s) to spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to LSP. If, however, no spare unbundled Loop is available, SWBT will within two business days, excluding weekends and holidays, of LSP's request, notify LSP of the lack of available facilities. LSP may request alternative arrangements through the Bona Fide Request process set forth herein." However, what AT&T has complained about is the time that it takes where there are currently no facilities available to provide such an alternate facility. If there is a non-integrated DLC operating in parallel with the IDLC, SWBT will move the customer's service to that facility. If no facilities currently exist for an alternative method of providing the requested loop unbundling, it will be necessary for SWBT to design, engineer and install the necessary facilities. AT&T will be responsible for the cost of these activities. SWBT expects there to be few cases where an alternative facility is not available, however, in such cases the Bona Fide Request process provides a way for AT&T to determine the costs and the time required. This allows AT&T to decide if they wish to incur the resultant costs AT&T found this same clause to be acceptable language in its interconnection agreement with SWBT in Texas

8. If AT&T rebundles a set of network elements that contain both the local loop and the switch, there is nothing that restricts the use of integrated digital loop carrier (IDLC) equipment to serve the customer of AT&T. It should be noted that less than 2 percent (not 8 percent as claimed by AT&T) of SWBT customer lines are provided using IDLC equipment.

9. AT&T, at page 24, claims that SWBT's refusal to negotiate on AT&T's behalf for modifications to licenses is discriminatory. SWBT purchases hardware and software from various vendors. The software is licensed to SWBT under Right-to-Use agreements that allow SWBT to use that software to provide services to its customers. These agreements do not necessarily provide the right for a third party, such as AT&T, to use the software as an unbundled network element. SWBT has agreed to provide all local service providers with a list of the software agreements that are used to provide network elements for LSP's use so that the LSP's can contact the vendors to determine if any additional agreements are required in light of its own particular business plan. AT&T, by virtue of its current network operations, most likely already has some agreements with all of these vendors. In any case, SWBT should not be put in the position of being required to negotiate agreements for AT&T, and many additional competitors, and then be accused by AT&T that it did not obtain the best deal possible.

10. WorldCom, at page 30, claims that T-1 circuits obtained through access arrangements do not count as a LSP's own facilities for purposes of determining if facility based competition exists. However, the FCC in its recent Universal Service Order (FCC 97-157) stated at ¶ 157 that a network element is defined as a facility or equipment used in the provision of a telecommunications service. The Order went on to state in ¶ 158 that when

a requesting carrier obtains an unbundled element, such element is the requesting element in the requesting carrier's own facility for purposes of Section 214(c)(1)(A) because the requesting carrier has the exclusive use of that facility for a period of time. Regardless of the tariff or method of paying for a T-1 line it has the same capabilities to be used for a loop facility. If a T-1 circuit is being used by a LSP for the provision of local telecommunications service, it qualifies as a network element. And, since the LSP has the exclusive use of that facility for a period of time, it is considered the LSP's own facility. Therefore, even if Brooks Fiber claims that the T-1 circuit does not satisfy its needs for access to unbundled loops, the T-1 is currently Brooks Fiber's own facility for providing telecommunications services in competition with SWBT.

11. MCI, through the affidavits of Agatston and Hatfield, claims that SWBT unreasonably restricts access to technically feasible loop types such as those capable of supporting ADSL and HDSL. Mr. Agatston stated that this is important since MCI can not compete effectively unless it can also support all services and transmission levels that SWBT can provide to its end users. SWBT does not currently provide ADSL services or transmission capabilities to its own customers because of the high potential for interference with other customer telecommunications services. SWBT is currently conducting field trials and tests with different speeds of ADSL equipment to determine what loop conditioning and assignment procedures must be implemented in order to use this equipment without degradation of the service of other customers. As SWBT has publicly stated, it will provide ADSL capable loops to all carriers once these methods and procedures are developed. SWBT will not provide ADSL for its own customer's use until that same time. Since the amount of loop conditioning that may be required for each loop will differ, it is

not yet reasonable to develop a fixed rate for the provisioning of ADSL capable loops. The Bona Fide Request procedure will allow these costs to be accurately determined in the future.

12. 4-Wire HDSL is currently used by SWBT for the provisioning of some services. The facilities required for this technology call for significant conditioning of the loop, including in many cases installation of regenerators half way between the customer location and HDSL electronics located in the central office. The design, engineering and installation of this equipment requires significant costs, which vary by individual loop. Again, the Bona Fide Request procedure provides a reasonable way to determine these costs and the time interval required depending upon the individual circumstances which apply to the requesting CLEC(s).

13. MCI, at page 11, claims that SWBT has not explained the engineering development it has undertaken to provide the required unbundled network switching. MCI continues by stating that detailed technical specifications and testing are needed to determine the adequacy of SWBT's offering and to allow MCI the ability to develop systems to interface with SWBT's unbundled switching. As MCI well knows, SWBT presently operates all of its switches with the exact same loops and transmission facilities that are currently available under the Oklahoma STC and will specifically be made available to MCI when interconnection negotiations are completed. These switches have a proven track record of successful operation and loops and trunks are connected to these switches on a regular basis. The technical specifications of the switches used by SWBT are available from the manufacturers to anyone who bothers to look for them. Indeed, these are often the same switches that MCI and others are using today.

14. In light of these facts, it is ridiculous for MCI to claim that engineering development is required to find ways of connection either SWBT's unbundled loops or trunks, or MCI-provided loops or trunks, to these switches. That MCI even raised this subject as a supposed area of concern speaks to the general validity of its comments in this case.

15. AT&T and CompTel complain that SWBT will not offer customized routing for operator services and directory assistance. This simply is not true. SWBT's STC, appendix UNE, paragraph 5.1 clearly states that "...the local switching element includes...any technically feasible customized routing function." While SWBT believes that there are significant network reliability concerns at this time in the provisioning of customized routing, SWBT has offered customized routing to AT&T, and in fact, SWBT has signed a stipulation agreement in this regard with AT&T in the Oklahoma arbitration case.[1] AT&T simply has not ordered this service in Oklahoma or in any SWBT territory where SWBT and AT&T have a signed stipulation concerning customized routing..

16. AT&T submitted the issue of customized routing to a national workshop of the ICCF in July of 1996. The ICCF accepted the issue and established a Specialized Routing Workshop to investigate and possibly recommend a network solution that might be employed to provide the required routing capability.

17. AT&T in their request to the ICCF for a workshop stated:

> To allow the specialized routing of this type of traffic to network platforms other than those of the carrier, the lines in a given end office served by

[1] Customized routing will significantly increase the complexity of office translations and the potential for network routing problems. In addition, network routing problems will be more difficult to locate and resolve. This combination of higher likelihood of network routing errors and increased difficulty and time to resolve can have a definite impact on network reliability.

> competitive service providers must be identified. Although the use of line class codes is a possible solution, which might be effective for an interim interval, the limited number of these codes and the administrative burden associated with their maintenance demands an alternative, more efficient solution for the long term.

In this request to the ICCF, AT&T acknowledges that there are administrative burdens on incumbent local exchange companies associated with their current plan to use line class codes. This burden will vary with the particular type of switch and the frequency of additions or changes of customer lines required by AT&T. However, SWBT is willing to accept each request for customized routing from AT&T and other carriers and make a determination if the requested routing is possible on the switches requested.

18. Customized Routing, as defined by its very name, is a customized service. Until SWBT can determine the specific types of customized routing required, the types of offices involved, and the number of offices required, it is not possible to determine a cost. Therefore, SWBT will use the Bona Fide Request procedure to determine the cost, prices and intervals for each request.

19. AT&T and Sprint complain that SWBT has declined to provide Route Indexing as a method of implementing interim number portability in Oklahoma even though it has been order to provide such services in Kansas and Missouri. The Oklahoma Commission accepted the Arbitrator's recommendation that SWBT be required to provide only Remote Call Forwarding as the initial Interim Number Portability solution. (Oklahoma Award, p. 16-17) In the arbitration case between AT&T and SWBT in Missouri, SWBT was ordered to provide two forms of Route Indexing as requested by AT&T. However, the Missouri Commission also ordered that AT&T shall pay for the cost associated with the provision of

such Route Indexing that AT&T requests. In Kansas, the Commission accepted a similar provision. To date, neither AT&T or Sprint have issued an order for such a service in either Kansas or Missouri. SWBT will use the Bona Fide Request procedures to determine the cost, prices and installation interval once a carrier defines the actual service that it wants to order.

20. AT&T alleges that SWBT fails to provide unbundled access to local switching under nondiscriminatory terms because it continues to assert its rights under the Act. AT&T claims that SWBT refuses to allow purchasers of unbundled local switching (ULS) to provide 800 service, terminating exchange access, and intraLATA toll. Jan Falkinburg's affidavit addresses AT&T claims regarding intraLATA toll at paragraph 38. AT&T's allegations regarding terminating access and 800 service are incorrect as indicated below.

21. AT&T, at page 29 of the Falcone and Turner affidavit, states that the local switch is not unbundled because SWBT will not be able to measure terminating access before January, 1998. This is not one of the requirements for the provisioning of the unbundled local switching element. The FCC Order, at paragraph 412 defines the local switching element:

> We define the local switching element to encompass line-side and trunk-side facilities plus the features, functions, and capabilities of the switch. ... The "features, functions, and capabilities" of the local switch include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, trunks to trunks. It also includes the same basic capabilities that are available to the incumbent LEC's customers, such as telephone number, directory listing, dial tone, signaling, and access to 911, operator services, and directory assistance. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling,

CLASS features and Centrex, as well as any technically feasible customized routing functions.

This rather lengthy and all encompassing definition does not contain any requirement that the local switching element be capable of measuring terminating access. The definition does contain the requirement to provide all vertical features that the "switch is capable of providing." SWBT's local switching element fulfills this requirement.

21. When a CLEC's end user customer served via SWBT-provided ULS originates an 800 type call, the call will be routed via the normal call processing of SWBT's switch to the appropriate 800 carrier just as it is today. SWBT will not charge the CLEC for associated 800 database queries since those queries are being performed as a service to the IXC not the CLEC that has leased ULS. Just as is the case today, the function of querying the 800 database is performed to identify the 800 carrier and the appropriate routing information of the toll free number dialed. The query is performed via the SS7 network which does not have the capability to identify a particular query generated by a SWBT end office as being performed in behalf of an LSP. An additional technical limitation of the current network prevents SWBT from being able to identify which 800 Access Billing records were generated as a result of the use of an unbundled local switch port. It has been suggested that in the billing system, a step should be added to compare the originating number on each 800 call against a table containing a list of all LSP line numbers. Such a solution is not only prohibitively expensive, it is impractical and would severely limit SWBT ability to produce accurate and on time bills associated with traditional access service. This limitation, however, in no way negates the fact that SWBT provides unbundled local switching to LSPs which provides full and complete functionality for its end users including the ability to make 800 calls. As discussed in paragraph 20, SWBT is required to

make available all features that the switch is capable of, not invent new features. Although SWBT has explained this provisioning to AT&T, this is the first time that SWBT has seen this raised as an issue.

22.

23. Sprint, at page 29, complains that SWBT did not include an implementation plan for the permanent number portability ordered by the FCC. While SWBT did not include an implementation schedule or progress report in its 271 application, Sprint has been informed of the current schedule for testing and implementation in both Tulsa and Oklahoma City. Two Sprint representatives along with representatives of AT&T, MCI and many other carriers along with a representative of the Oklahoma Commission attended two meetings in Houston, Texas where SWBT's overall plan for implementation for Local Number Portability was discussed with members of the industry. On April 29 and 30, 1997, the Southwest Region LNP Network Operations Team meeting was hosted by AT&T in Houston. A project timeline was distributed and discussed. Since Houston is to be the first SWBT city to implement the new system, this plan was discussed in detail. The plan was modified as suggested by the parties in attendance. This discussion was followed by a presentation of SWBT's Test Plan Timeline. Page 13 of the minutes of this meeting show that testing will begin in Oklahoma City on July 31, 1998 and in Tulsa on October 19, 1998. The minutes indicate that the Oklahoma City system will be ready for live commercial traffic on September 30, 1998 and in Tulsa on December 12, 1998. The Texas LNP Implementation Team meeting was held on May 1 and 2, 1997, in Houston. The minutes of this meeting also included the time line for testing in Oklahoma City and Tulsa.

As shown by the attached minutes (Attachments A and B) of both meetings, Sprint was represented at both meetings.

24. AT&T, at page 26, claims that SWBT has refused to identify any price for DS-1 trunk ports. The STC does not contain any prices for DS-1 trunk ports, because no request has been made for such access during any of the five arbitration cases filed by AT&T in SWBT's service areas. These arbitration cases were conducted as outlined in the Act, where the requesting telecommunications carrier had the burden to outline open issues. I was the network witness in all five of these cases and was never asked to provide DS-1 trunk ports as an unbundled network element. Irrespective of the arbitration requests and results, SWBT has in good faith offered DS-1 trunk ports to AT&T during negotiations in Oklahoma. SWBT currently provides DS-1 trunk ports to AT&T for toll access and is fully willing to provide this same access to any requesting telecommunications carrier under rates, terms and conditions consistent with the ACT and FCC rules. This is another example of AT&T's strategy of always asking for one more requirement before SWBT is allowed to provide long distance service.

25. It is SWBT's view that neither the Telecommunications Act of 1996, nor the August 8, 1996 FCC Order on local interconnection, requires SWBT to provide dark fiber as a network element. However, the Oklahoma Commission's arbitration award for AT&T did order SWBT to provide AT&T access to dark fiber. SWBT will comply with this requirement through the negotiation process.

26. AT&T claims, at page 26 (Falcone and Turner at paragraph 64), that SWBT does not provide for the use of multiplexing similar to that SWBT uses for its own services. This is incorrect. Multiplexing is a function of combining multiple circuits onto a single

transmission path. If AT&T collocates in a SWBT central office, it may locate multiplexing equipment in its collocation cage, or if necessary may contract with SWBT for such services. However, even though AT&T did not raise the issue of multiplexing in the Oklahoma Arbitration case, SWBT has in good faith offered additional multiplexing (DS-1 to Voice Grade and DS-3 to DS-1) to AT&T during negotiations in Oklahoma. Since there are many different types of multiplexing equipment in use in the industry, and many of them are not compatible, it will be necessary for AT&T and SWBT to use the same type of equipment on a single transmission path. These arrangements are available through the Bona Fide Request process, since each arrangement could require different equipment and therefore cannot be readily tariffed.

27. If AT&T chooses to access a SWBT central office by using dedicated transport as described in paragraph 65 of the Falcone/Turner affidavit, multiplexing is available just as it is in the Sprint contract. (Appendix UNE, 8.2.1.5)

28. Footnote 69 of the Falcone/Turner affidavit states that digital cross-connect systems are only possible with the use of multiplexing. This is not quite an accurate statement. Digital cross-connect systems are a replacement for multiplexing equipment. When it is necessary to arrange individual circuits from one high capacity transmission path to another, there are two basic choices: the circuits can be demultiplexed and rearranged and then multiplexed again, or a digital cross-connect system can be used to rearrange the circuits. The FCC required SWBT to provide access to digital cross connect systems in the same manner that it currently provides these facilities to interexchange carriers. SWBT has complied with this requirement.

29. Falcone and Turner state at paragraph 66: "At the time AT&T entered into the Texas agreement, it understood that the general provision of dedicated transport in that agreement included the provision of full multiplexing capabilities." This assertion is not supported by the public record in Texas. In AT&T's Application for Approval Of Interconnection Agreement submitted to the Texas PUC, AT&T included language regarding the various forms of multiplexing capabilities it sought to unilaterally insert in the document. As AT&T noted in the Application, SWBT objected to the inclusion of this language. SWBT's objection was squarely rooted in the facts that (1) AT&T would not negotiate terms and conditions, including price, for the multiplexing that was technically feasible and which SWBT was willing to provide; and (2) AT&T inserted nonspecific language that SWBT interpreted to request functions not currently available in its network. The Texas Commission subsequently ordered AT&T to remove this and other objectionable language from the agreement submitted by AT&T. Only after the language was removed did AT&T then "enter into" the Texas agreement.

30. The FCC declined to order multiplexing other than DCS even though it was requested to do so. For example see paragraph 437 of the Interconnection Order: "TCC urges the Commission to define dedicated transport as an interoffice transmission path dedicated to a single carrier, including multiplexing...." In the discussion that follows paragraph 437, the Order requires as a condition of offering unbundled interoffice facilities, that the LEC provide requesting carriers with access to DCS functionality to the extent that it is offered to interexchange carriers. No requirement was placed on the LEC to offer additional forms of multiplexing. However, as previously stated, SWBT has offered to negotiate multiplexing with any requesting telecommunications carrier. AT&T's arguments in this

area are simply another example of trying to increase the requirements upon SWBT for approval of a 271 application.

31. Brooks Fiber, at page 10, asserts that none of its collocation arrangements are operational in Oklahoma. However in footnote 6, Brooks admits that it has two pre-existing virtual collocation arrangements in place. Next Brooks stated that use of unbundled loops through those virtual collocations is not technically or economically feasible. If there is any technical difficulty with using the virtual collocation arrangements to access unbundled loops, it is in the equipment of Brooks Fiber. Through virtual collocation arrangements, CLEC's have access to all of the features and functions -- including unbundled network elements -- which are available under their interconnection agreements with SWBT. In compliance with FCC rules, the functionality of virtual collocation is comparable to that provided through physical collocation.

32. Virtual collocation allows Brooks Fiber to interconnect in a SWBT central office without having to obtain dedicated floor space in that building. Brooks may order the same types of interconnection equipment to be installed by SWBT as Brooks have would install in a physical collocation arrangement. Virtual Collocation is offered under the currently approved FCC rules for Expanded Interconnection.

33. The availability of virtual collocation means that Brooks Fiber is fully capable of obtaining, and SWBT is fully capable of providing: 1) access to all unbundled network elements in the Oklahoma City and Tulsa central offices where virtual collocation arrangements are operational; and 2) transport to other central offices and/or exchanges.

34. I believe that the economic feasibility referred to here is the same that is discussed relating to the overall price of local loops. The access to the offices is available, the access to the loops is available and access to all other unbundled network elements and interconnection is available. Brooks Fiber just does not like the prices approved by the Oklahoma Commission which reflect SWBT's costs of providing local loops.

35. Brooks also claims that it is not serving any residential customers. However, that is not because of any limitation imposed by SWBT. The same facilities that Brooks uses to serve business customers are fully capable of serving residential customers. In fact Brooks' fiber facilities pass a number of residential apartment complexes.

36. SWBT has a "...duty to provide... nondiscriminatory access to network elements on an unbundled basis... on rates, terms and conditions that are just reasonable, and nondiscriminatory in accordance... with the requirements of this section and sections 252 of the title. (47 U.S.C. §251(c)(3).)Section 252 and OAC 165:55-17-7 prescribe the procedures for negotiation, arbitration and approval of a network element request. Under both section 252 and the OCC rules, a party cannot petition for the arbitration of an open issue before the 135th day following receipt of the network element request. (47 U.S.C. §252(b)(1) and OAC 165:55-17-7(c).) SWBT has presented the Bona Fide Request process in order to facilitate a reasonable and structured means for SWBT and requesting telecommunications carriers to communicate additional needs. SWBT therefore offers a process by which "Each Party will promptly consider and analyze access to new unbundled Network Element...." (STC, Appendix UNE, ¶ 2.16.1) By offering the Bona Fide Request procedure, SWBT has expanded the facilities that requesting telecommunications carriers can order beyond those requested in arbitration or even those ordered by the FCC.

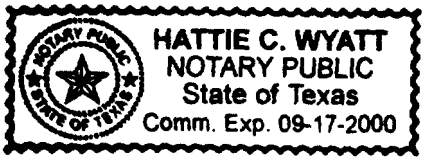
37. USLD, at page 12, asserts that SWBT has not promised local exchange changes on the same terms as SWBT will provide long distance PIC changes to itself. This is a misguided comment since this allegation compares two dissimilar situations. There is no PIC associated with local exchange service. The process and work required to change a customer's local carrier is not the same as the process and work required to change a customer's long distance carrier. SWBT offers the same terms and conditions to change a long distance PIC to all interexchange carriers, including its own affiliate when allowed. SWBT will offer the same terms and conditions to change local exchange carriers to all local service providers. If the change is simply a resale arrangement, there will be no network rearrangement time required, unless the customer also changes the long distance PIC. In which case, the same time interval will apply as to all interexchange carriers. If unbundled network elements are ordered, the time will be dependent upon the number of elements ordered and the requested arrangement. There is no similar situation for current SWBT customers, therefore it is not possible to promise the same time constraints for this arrangement.

38. In regard to this same topic, AT&T claims that SWBT is not prepared to offer intraLATA toll dialing parity. SWBT is currently installing the necessary switch software to allow intraLATA PIC selection. AT&T and the Commission should rest assured that SWBT will, as required by the ACT and Order, make available intraLATA toll dialing parity coincident with exercising its authority to offer in-region interLATA toll services.

39. CLECs have claimed that SWBT refuses to make available a copy of the Master Street Address Guide (MSAG), which is used by 911 emergency service to identify the physical location. This is simply not true. In response to USLD's specific complaint, SWBT

currently provides access to copies of the MSAG to facility-based CLECs, updated on a monthly basis, via SWBT's 911 Data Base Management System (DBMS). USLD has negotiated with SWBT as a facility-based CLEC and USLD can access the MSAG via SWBT's DBMS. (STC, Appendix 911, II. D.)

The Information contained in this affidavit is true and correct to the best of my knowledge and belief:



William C. Deere

Subscribed and sworn to before me this 23 day of May, 1997

Hattie C. Wyatt NOTARY PUBLIC

Hattie C. Wyatt

My commission expires:

September 17, 2000

Attachment A

to the

Affidavit of

William C. Deere

25 Pages

Southwest Region LNP Network Operations Team Meeting
Houston, Texas
April 29-30, 1997

FUTURE MEETING SCHEDULES:

May 20-21, 1997 (8:30AM to 5PM [20th], 8:30AM to 3PM [21st])
Host: AT&T (Mark Lancaster)
Location: Kansas City International Embassy Suites
816-891-7788 (15 rooms blocked for reservations)
Conference Call: 1-334-262-0740, Code: 700524 (10 Ports)

AGENDA

- Process Flow Text - SW Region
- No EDI - how to transmit
- Potential SWBT presentation of the LSR for LNP
- and discussion of Multi-carrier LSR Scenarios
- Reserved Number Flow Process
- Wireless Porting Requests
- E911 U/M timing reports from all participants
- Choke Network Proposal
- Network Management Update
- Issues List Review
- Test Plan Report from Texas Implementation Team
- Priority of Switch Office Rollout Update
- INP-to-PNP Process (tentative closure)
- Code Opening Process (tentative closure)
- Repair Process (tentative closure)
- Provisioning Process (tentative closure)
- New Business/Others
- Network Management

June 2-4, 1997 LNP Complex LSR Ordering and Provisioning Issues (Cross-Industry Focus Group)
Site: St. Louis, Missouri

June 26-27, 1997
Host/Site: Any Volunteers?

July 22-23, 1997
Host/Site: To be determined

August
Host/Site OCC/Oklahoma City?

NOTE: ALSO, POSSIBLE LOCKHEED MARTIN meeting in Chicago on **May 14-15, 1997** for NPAC OVERVIEW

Southwest Region LNP Network Operations Team Meeting
Meeting Minutes

In attendance: See Attachment #1

Mark Lancaster covered the planned agenda:

- Volunteer for minutes (Donna McLaughlin)
- Minutes accepted from past meeting 3/28-29
- Education session (4/30 p.m.)
- Issue list (4/30 a.m.)
- LNP LSR scenarios (4/30 a.m.)
- Test Plan (SS7-to-NPAC certification test)
- Switch priority lists
- NANC update
- INP (Interim number portability) to PNP (Permanent number portability)
- E911

NANC UPDATE: Marilyn Murdock

Finalized process flows and the associated narratives from NANC were provided to all attendees (Attachment #2 and #3).

The NANC final committee report from the working group is complete and incorporates output from the Technical and Operations Task Force and the Architecture Task Force. The document will be delivered to the FCC on May 1, 1997. The document includes all national issues, some of which were discussed at previous Southwest Region Team meetings. Future steps for the committee to work were recommended, including: LNP general oversight, LNPA initial deployment oversight, dispute resolution, long term location and service portability, change management for NPAC, number pooling, wireless requirements, expanded NANP environment. These action items will be discussed in the May 1, 1997 meeting and the committee will set forth work plans to pursue recommended actions.

To access documents from the different committees, refer to the associated internet web site addresses:

WWW.FCC.GOV/CCB/NANC - NANC Reports and Minutes
WWW.PORTED.COM - Ameritech site for Illinois requirements, etc.
WWW.NPAC.COM - Requirements

Mark Lancaster and Marilyn Murdock discussed and diagrammed the structure of the NANC committees (Attachment #6).